

## SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement (hereinafter "Agreement") has been made and entered into on this 20th day of January 2009 by and between Green Pampas Inc. (hereinafter "Seller") represented by Mr. Pablo Antoniazzi; and Plastitex S.A. (hereinafter "Buyer") represented by Mr. Jose Mussa; collectively "the Parties".

### WHEREAS:

The Parties, each with full corporate authority, certify, represent and warrant that each can fulfill the requirements of this agreement and respectively provide the products and the funds referred to herein in time and under the terms agreed to hereafter; and;

The Seller hereby agrees and makes an irrevocable firm contract to sell and deliver AGRICULTURAL PRILLED UREA N46% TO GOST 2081-92B Cost, Insurance and Freight (CIF) Incoterms 2000; and;

The Buyer hereby agrees and makes an irrevocable firm contract to purchase AGRICULTURAL PRILLED UREA 46% TO GOST 2081-92B Cost, Insurance and Freight Puerto Villeta - Ceregra SAECA - Paraguay; and;

The Parties agree to finalize and execute this contract under the terms and conditions hereinafter set forth;

### NOW THEREFORE:

In consideration of the mutual promises, agreements, terms and conditions of this agreement assertions and covenants herein and other good and valuable considerations, the receipt of which is acknowledged hereby, the parties hereto mutually and voluntarily agree as follows:

### TERMS AND CONDITIONS:

- 1 **PRODUCT:**  
UREA CARBAMIDE, CARBONLYDIAMIDE, AGRICULTURAL GRADE, PRILLED GOST 2081-92, MARK "B"  
NITROGEN 46 % MIN  
MOISTURE 0.5 % to 0.30% MAX BY METHOD DRYING  
FREE AMMONIA 160 PXT, PPM MAX  
BIURET 1,0% MAX  
FREE FLOWIN 100% ANTICAKING TREATED, FREE FROM HARMFUL SUBSTANCES PRILLED  
MELTING POINT 132.7 DEGREES CELSIUS  
GRANULATION 1 MM - 4 MM - MIN 90 - 94% minimum less 1 mm max 3%  
COLOUR UREA WHITE FOAM, ODOURLESS OR SLIGHT AMMONIA ODOUR  
ODOUR TRESHOLD NOT AVAILABLE  
BOILING POINT DECOMPOSES BEFORE BOILING  
HAZARDOUS INGREDIENTS NONE ACCORDING TO CONTROLLED PRODUCT REGULATIONS  
UREA 100%  
RADIOACTIVITY NONE  
PHYSICAL STATE SOLID @ 20 CAND 101KPS, WHITE GRANULES  
SPECIFIC GRAVITY SOLID AT 20 C - 1.335 T/M3

Initials Seller

Page 1 of 5

  
**PLASTITEX S.A.**  
Initials Buyer

01/27/2009

**SALE AND PURCHASE AGREEMENT**

VAPOUR DENSITY N/A  
FLOATABILITY /WATER SINKS AND MIXES  
MOLECULAR WEIGHT 60.065

**2. ORIGIN:**

Ukraine, Russia, Romania, Italy or Other at the Seller's Choice.

**3. DESTINATION / PRODUCT DISCHARGE:**

The destination shall be: CIF Puerto Villeta – Ceregral SAECA - Paraguay

**4. PRODUCT DELIVERY:**

Buyer shall take delivery of the Product at the Ceregral SAECA bonded warehouse at Puerto Villeta Paraguay once the terms and conditions of the "Convenio de Administracion de Warrants y Cobranza" attached hereto as Exhibit A, have been satisfied.

**5. PRODUCT WEIGHT AND QUALITY:**

The Seller guarantees that each shipment of The Product shall be provided with an inspection certificate of weight and quality at time of loading and such certificate shall be provided by Société Générale de Surveillance (Hereinafter referred to as "SGS") or similar recognized authority approved in writing by the Buyer at the Seller's expense, and shall be deemed final. The Seller shall instruct said authority to carry out the inspection in strict accordance with the International Chamber of Commerce (I.C.C.) Rules & Regulations.

The Buyer shall, if desired, and at his own expense have the right to arrange an additional inspection at Port of Loading to confirm loading. If discrepancies should at any time and in any particular case, result in relation to the inspection certificate (s) issued at the Port of Loading and Destination, it is hereby agreed that arbitration shall be employed to determine the appropriate judgment. Both parties agree to be bound by the arbitrator's decision for or against either Buyer or Seller.

**6. QUANTITY:**

**25,000 MT** (Twenty Five Thousand) Metric Tons (+/- 5 %)

**7. PACKING:**

The product is to be packed in net 50 Kg. (Fifty kilograms) new Polypropylene bags with polyethylene lining. The bags have a combined tare of 140 grams and are sufficient to ensure the safe arrival of product to destination. 30 bags packed in a slingbag of 1500kg

**8. PRICE PER METRIC TON:**

Price per Metric Ton of The Product shall be \$ 380.- (three hundred and eighty) per metric ton.

**9. CONTRACT VALUE:** The quantity of product sold in this contract has been given the value of **US\$ 9,500,000.- +/- 5%** (nine million five hundred thousand US Dollars plus or minus 5%), being 25,000 metric tons (+/- 5%).

Initials Seller

Page 2 of 5

  
Initials Buyer  
2012/01/03/02

**SALE AND PURCHASE AGREEMENT**

10. **PAYMENT TERMS:**  
Payment shall be in accordance with the terms, conditions and procedures set out in the "Convenio de Administracion de Warrants y Cobranza" attached hereto as Exhibit A
11. **FORCE MAJEURE:**  
Neither party to this contract shall be held responsible for breach of contract caused by an Act of God, Insurrection, Civil War, War, Military operation or local emergency. The parties do hereby accept the international provision of "Force Majeure" as published by the International Chamber of Commerce, Geneva, Switzerland, and as defined by I.C.C. Rules Uniform Customs and Practice.
12. **DISPUTES AND ARBITRATION:**  
If any dispute arises, the two parties agree to try their utmost to solve it by friendly negotiation. If the dispute proves impossible to settle, all disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of The International Chamber Of Commerce. The disputed matter will be subject to Arbitration by an Arbitrator in Paris, France under ICC Rules and Regulations. The losing party will pay the Arbitration fee. It is understood that in the event of dispute or arbitration, English shall prevail. The award of the Arbitrator shall be final and binding for both parties.
13. **AUTHORITY TO EXECUTE THIS CONTRACT:**  
The parties to this contract declare that they have full authority to execute this document and accordingly to be fully bound by the terms and conditions.
14. **EXECUTION OF THIS CONTRACT:**  
This contract may be executed simultaneously in two or more counterparts via telex or facsimile transmission, each of which shall be deemed as originals and legally binding.
15. **GOVERNING LAW:**  
This contract shall be governed, and interpreted in accordance with the laws of the State of Florida, U.S.A. and to the extent applicable to Exhibit A attached and forming part hereto the Law of the Republic of Paraguay.
16. **LANGUAGE USED:**  
The English language shall be used in all documentation and communication relating to this contract, including legal proceedings
17. **ASSIGNMENT:**  
This agreement is not assignable or transferable by either party, without prior written permission of the buyer and any approved assignment shall be subject to such transfer being strictly required for the general performance of this contract.

Initials Seller

Page 3 of 5

**PLASTEX S.A.**

Initials Buyer

## SALE AND PURCHASE AGREEMENT

**18. NON-CIRCUMVENTION AND NON-DISCLOSURE:**

The parties accept and agree to the provisions of the International Chamber of Commerce Geneva, Switzerland for non-circumvention and non-disclosure with regards to all and everyone of the parties involved in this transaction and contract, additions, renewals, and third party assignments, with full reciprocation for a period of (3) three years from the date of execution of this contract.

**19. CONTRACT TERM**

This contract shall come into force and effect on the date of signature by the Buyer and shall be in effect for the length of period that would expressly be required to deliver the total quantity of 25,000 Metric Tons or additional tonnage as may be ordered by the Buyer within 60 days of delivery.

**20. BREACH OF CONTRACT AND TERMINATION**

In the event of a breach of any term of this contract the defaulting party shall be given a reasonable period in which to rectify the said breach. If the defaulting party fails to rectify the breach, the aggrieved party shall be entitled to cancel the contract and claim damages for losses and/or expenses suffered. Consequential losses shall be specifically excluded from this contract.

**21. OTHER MISCELLANEOUS TERMS AND CONDITIONS**

The Buyer confirms that their funds are good clean, cleared, unencumbered, legitimately earned funds from legal sources.

The Parties agree that time is of the essence in relation to this contract and shall promptly and efficiently attend to their respective undertakings and responsibilities.

The Parties acknowledge that they have read this agreement, they have fully understood the terms and conditions contained herein, and by attaching their initial and signature hereto have unconditionally agreed to be bound hereto as of the date noted herein.

Once executed, any changes hereto must be mutually agreed and confirmed by the parties in writing.

Start and End date will be determined by Date of Signature of the contract by the Parties.

This agreement may be signed in one or more counterparts and the Parties agree that facsimile/email copies of this agreement to be considered as a legal original and signatures thereon shall be legal and binding agreement.

Initials Seller

Page 4 of 5

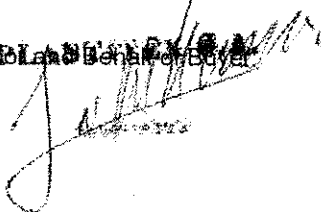
PLASTIEX SA

Initials Buyer

## SALE AND PURCHASE AGREEMENT

The Parties herein have read and understand the Terms & Conditions contained herein while reserved the rights to legal representation and waving such rights, the Parties have executed this agreement on this 20<sup>th</sup> day January of 2009

For and on Behalf of Seller:

~~RELEASED BY SELLER~~  


Initials Seller

Page 5 of 5

Initials Buyer



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Page 2 of 5

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Initials Seller

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Page 4 of 5

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For and on Behalf of Seller:



PABLO S. ANTONIAZZI

For and Behalf of Buyer:

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Initials Seller

Page 5 of 5

Initials Buyer